



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

November 15, 2011

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

33 November 15, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

### **AWARD OF CONTRACT FOR LARGE WATER METER MAINTENANCE PROGRAM (SUPERVISORIAL DISTRICTS 3, 4, AND 5) (3 VOTES)**

#### **SUBJECT**

This action is to award a contract for as-needed site surveys, field testing, analysis, and repair or replacement of large water meters in the five Los Angeles County Waterworks Districts and the Marina del Rey Water System.

#### **IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICTS:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Large Water Meter Maintenance Program in the annual sum of \$150,000, which includes \$19,660 for large water meter replacements and repair parts cost, to Lane M. Matsuno, d.b.a. Westerly Meter Service Company. This contract will be for a term of one year commencing on December 7, 2011, or upon execution by both parties, whichever occurs last, with five 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 78 months and a potential maximum contract sum of \$975,000.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year and

extension period over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, Lane M. Matsuno, d.b.a. Westerly Meter Service Company, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the Los Angeles County Waterworks Districts to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide as-needed site surveys, field testing, analysis, repair or replacement of large water meters in the five Los Angeles County Waterworks Districts and the Marina del Rey Water System. The Department of Public Works (Public Works) has contracted for these services since 1992. The purpose of this action is to continue contracting for these services in order to ensure the equitable distribution of water resources and proper assessment of charges for water consumption and use in the various Los Angeles County Waterworks Districts.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual contract sum is \$150,000, which includes \$19,660 for large water meter replacements and repair parts cost, plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. The annual contract sum may be adjusted for each option year to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on the unit prices quoted by the contractor and Public Works' estimated annual utilization of the contractor's services. Public Works successfully negotiated with the contractor to reduce its total proposed annual price by \$1,600 without adding extension years or reducing the level of service.

Funding for these services is included in the Fiscal Year 2011-12 Los Angeles County Waterworks Districts' Fund Budgets. Funds to finance the contract's optional years, cost-of-living adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Lane M. Matsuno, d.b.a. Westerly Meter Service Company, located in Compton, California. This contract will commence on December 7, 2011, or execution by both

parties, for a period of one year. With your Board's delegated authority, the Director of Public Works (Director) or her designee may renew the contract for five 1-year renewal options and a month-to-month extension up to six months for a potential maximum contract term of 78 months.

The contract will be in the form previously reviewed and approved as to form by County Counsel (Enclosure A). Prior to the Director executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Lane M. Matsuno, d.b.a. Westerly Meter Service Company, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on July 25, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed, and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved on January 29, 2002.

## **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

### **CONTRACTING PROCESS**

On July 26, 2011, Public Works solicited proposals from 166 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On August 18, 2011, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. Having met these requirements, the proposal was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible contractor, Lane M. Matsuno, d.b.a. Westerly Meter Service Company, whose price is reasonable for the work requested.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



GAIL FARBER  
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

AGREEMENT FOR  
LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICTS, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICTS) and LANE M. MATSUNO, d.b.a. WESTERLY METER SERVICE COMPANY, a Sole Proprietor (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, acting as the governing Board of said DISTRICTS, of the CONTRACTOR'S Proposal filed with the DISTRICTS on August 18, 2011, hereby agrees to provide services as described in this Contract for Large Water Meter Maintenance Program (2011-AN021).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Map of Work Locations; Exhibit G, Large Water Testing and Maintenance Program Flowchart; Exhibit H, List of Large Water Meters; Exhibit I, Large Water Meter Site Survey Report; Exhibit J, Large Water Meter Test Flows; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Invitation for Request for Proposals, all of which are incorporated herein by reference, are agreed by the DISTRICTS and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICTS agree, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the County of Los Angeles Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$150,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on December 7, 2011, or Board approval, whichever occurs last. At the sole discretion of the DISTRICTS, this Contract may be extended in increments of one year, for a maximum potential contract of six years. The DISTRICTS, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the DISTRICTS, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the DISTRICTS.

FIFTH: The CONTRACTOR shall bill, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: The DISTRICTS, acting through the County of Los Angeles Department of Public Works, will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated DISTRICTS' Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area. This Contract's anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over



IN WITNESS WHEREOF, the DISTRICTS have, by order of the County of Los Angeles Board of Supervisors, the DISTRICTS' governing body, caused these presents to be subscribed by the County of Los Angeles Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES BOARD  
OF SUPERVISORS, the governing body  
of the Los Angeles County Waterworks  
Districts

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

LANE M. MATSUNO, d.b.a.  
WESTERLY METER SERVICE  
COMPANY

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date



## Selected Bid Information

## Bid Detail Information

**Bid Number :** PW-ASD 815

**Bid Title :** LARGE WATER METER MAINTENANCE PROGRAM

**Bid Type :** Service

**Department :** Public Works

**Commodity :** METERS, WATER

**Open Date :** 7/26/2011

**Closing Date :** 8/4/2011 1:30 PM

**Bid Amount :** \$ 200,000

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for the Large Water Meter Maintenance Program (2011-AN021). The total annual contract amount of this service is estimated to be \$200,000. The Request for Proposals with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Samantha Tsui at (626) 458 4050 or [stsui@dpw.lacounty.gov](mailto:stsui@dpw.lacounty.gov), or from Mr. Benjamin Sandoval at (626) 458-7334 or [bsandoval@dpw.lacounty.gov](mailto:bsandoval@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

- Proposer and/or subcontractor shall have a valid and active California-issued Class A (General Engineering Contractor), C34 (Pipeline Contractor) or Class C-61/D64 (Limited Specialty/Non-Specialized) State Contractors License.
- The Proposer's lead technician shall have a minimum of five years of experience performing large water meter repairs.

A Proposers' Conference will be held on Thursday, August 4, 2011, at 1:30 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within seven calendar days from the date of the conference. After the seventh day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, August 18, 2011, at 5:30 p.m. Please direct your questions to Ms. Tsui at the number listed on the previous page.

**Contact Name :** Samantha Tsui

**Contact Phone# :** (626) 458-4050

**Contact Email :** [stsui@dpw.lacounty.gov](mailto:stsui@dpw.lacounty.gov)

**Last Changed On :** 7/26/2011 8:32:25 AM

[Back to Last Window](#)